

## **SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION/AFSCME, LOCAL 101 (MEF)

### **HOLIDAY IN LIEU AND BASE PAY INCREASE PUBLIC SAFETY DISPATCHER CLASS SERIES**

1. The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding Holiday-In-Lieu for the Public Safety Dispatcher class series:

10.1.13 Holiday-In-Lieu Pay For Public Safety Dispatchers Class Series. In lieu of the holiday compensation provided above, employees in the Public Safety Dispatcher class series listed below shall be paid an amount equal to 6.5% of base salary as holiday pay. Holiday-in-lieu compensation shall be included in the employee's final average salary for the purpose of pension calculation. Employees who are paid such holiday-in-lieu pay may be required to work on holidays, and do not receive any other form of holiday compensation under any other section of this Agreement. In the event that the City Council proclaims or designates any additional holidays for which full-time employees are entitled to holiday leave, in addition to those listed in Article 10.1.1, the City will meet and confer with the Union over holiday-in-lieu pay for the Public Safety Dispatchers class series listed below.

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

Effective the first pay period after this agreement is signed by all parties below and approved by City Council, the parties agree that Holiday-In-Lieu, approximately 6.5% of base salary, will be rolled into base pay for the classifications listed above and the classifications listed above will no longer be eligible for Holiday-In-Lieu pay, pursuant to the MEF MOA as follows:

10.1.13 Holiday In Lieu Pay For Public Safety Dispatchers Class Series. In lieu of the holiday compensation provided above, employees in the Public Safety Dispatcher class series listed below shall be paid an amount equal to 6.5% of base salary as holiday pay. Holiday-in-lieu compensation shall be included in the employee's final average salary for the purpose of pension calculation. Employees who are paid

such holiday-in-lieu pay may be required to work on holidays, and do not receive any other form of holiday compensation under any other section of this Agreement. In the event that the City Council proclaims or designates any additional holidays for which full-time employees are entitled to holiday leave, in addition to those listed in Article 10.1.1, the City will meet and confer with the Union over holiday-in-lieu pay for the Public Safety Dispatchers class series listed below.

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

Effective the first pay period after this agreement is signed by all parties below and approved by City Council, all employees in the Public Safety Dispatcher class series listed below shall receive a 6.5% special pay adjustment in place of the Holiday-In-Lieu compensation. Beginning the first pay period after this agreement is signed by all parties below and approved by City Council, and continuing thereafter, the Holiday In-Lieu compensation benefit shall cease to apply to all employees in the Public Safety Dispatcher class series listed below. It is expressly understood that the 6.5% special pay adjustment is compensation for all employees in the Public Safety Dispatcher class series listed below in lieu of holiday benefits. There shall be no additional holiday compensation.

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

2. Effective the first pay period after this agreement is signed by all parties below and approved by City Council, employees in the following classifications shall receive a special base pay increase of approximately 3.0%. This will result in the top and bottom of the range of employees in the Public Safety Dispatcher class series represented by MEF being approximately 3% higher.

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher

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- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

The parties hereby agree to incorporate the language in this side letter into any successor MOA reached between the City and MEF, unless modified through the negotiation process. In addition, until such time as a successor MOA is reached between the City and MEF, the terms of this side letter shall supersede any language contained in the 2013-2014 MEF MOA, as described above.

This side letter agreement shall become effective on the first pay period after this agreement has been signed by all parties below and approved by the City Council.

For Employer:  
City of San Jose

 3.7.14  
\_\_\_\_\_  
Alex Gurza Date  
Deputy City Manager

For Union:  
MEF

 3/5/14  
\_\_\_\_\_  
Yolanda Cruz Date  
President, MEF

 3/7/14  
\_\_\_\_\_  
Jennifer Schembri Date  
Deputy Director, OER

 3-7-14  
\_\_\_\_\_  
Charles Allen Date  
AFSCME Local 101 Business Agent